

AGREEMENT BETWEEN

SOLAR COMPOUNDS CORPORATION

AND

**THE UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC ON BEHALF
OF ITS
LOCAL 397**

TERM: AUGUST 1, 2019 THROUGH JULY 31, 2021

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THIS AGREEMENT, made this __6th__ day of September, 2019 by and between SOLAR COMPOUNDS CORPORATION, for its facility located at 1201 West Blancke Street, Linden, New Jersey, hereafter called the "Employer" and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC on behalf of its LOCAL 397, hereafter called the "Union",

WITNESSETH:

ARTICLE 1

PURPOSE OF AGREEMENT

Section 1. The purpose of this Agreement is to promote and improve the industrial and economic relations of the parties and make them harmonious and profitable, and to provide for the conduct of the Employer's business under methods which will further to the fullest extent possible economy and efficiency of operations, elimination of waste, realization of maximum quantity and quality of work effort, cleanliness, protection of property, and avoidance of any interruption of work performed by the employees covered by this Agreement.

Section 2. It is also a purpose of this Agreement to make provision for the rates of pay, wages, hours, working conditions and the adjustment of grievances so at all times there shall be an orderly and expeditious consideration and settlement thereof, all of which shall constitute the conditions under which the employees in the bargaining unit shall work for the Employer during the term of this Agreement.

Section 3. It is recognized that this Agreement is made for the mutual benefit of the Employer and the employees, and that it is the obligation of the Employer and the Union to cooperate fully for the advancement of the purposes for which this Agreement is made.

Section 4. In construing this Agreement, feminine or neuter pronouns may be substituted for those masculine in form and vice versa.

ARTICLE 2

RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its production, maintenance and shipping and receiving employees in its plant located at W. Blancke Street, Linden, New Jersey, but excluding all office employees, laboratory personnel, professional employees, watchmen, guards, foremen, and supervisors as defined in the Act.

Section 2. The Employer further agrees that it will not, during the entire term of this Agreement, recognize, bargain collectively with, or enter into contractual relations, either written or oral, with any other labor organization, agency, committee, individual employee or group of employees with respect to the bargaining unit covered by this Agreement.

Section 3. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the above employees and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Employer must be in a strong competitive position. The Union, therefore, agrees

that it will support the Employer's efforts to insure a full day's work on the part of its members; that it will discourage absenteeism, tardiness and any other practices which restrict production. It further agrees that it will support the Employer in its efforts to eliminate waste in production; conserve materials and supplies; improve the quality of workmanship; prevent accidents and strengthen good will between the Employer, the employees, the customer and the public.

ARTICLE 3

UNION SECURITY

All employees covered by this Agreement forty-five (45) working days following their first employment or the forty-five (45) working days following the execution of this Agreement whichever is later, shall as a condition of continued employment be required to maintain membership in good standing in the Union. Membership in good standing is defined as the tender of periodic dues and initiation fee uniformly required as a condition of acquiring and retaining membership in the Union during the term of this Agreement. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, losses or expenses, including reasonable attorney fees, in any matter resulting from actions taken by the Employer under the terms of this paragraph.

Employer shall have the right to engage (a) temporary employee(s) through a temporary employment agency for a period of time not to exceed sixty (60) working days. A temporary employee subsequently hired from a temporary employment agency shall have the time during which he/she worked as a temporary employee with the Employer

counted as probation time with the Employer, but shall not be eligible for benefits until employed directly by the Employer for a period of forty five (45) days and his/her seniority begins when employed directly by the employer.

In no event shall any employee hired directly by the Employer or as a temporary employee be subjected to a probationary period in excess of sixty (60) working days.

Temporary employees shall not be required to tender periodic dues or an initiation fee as a condition of working for the Employer.

ARTICLE 4

UNION DUES DEDUCTION

Section 1. Employer shall check off and pay monthly dues or service charges, including where applicable, initiation fees and assessments, each into an account as designated by the Union's International Secretary-Treasurer, effective upon receipt of individually signed voluntary check-off authorization cards. Employer shall within thirty (30) days remit any and all amounts transmitted for each Employee (including the hours and earnings used in the calculation for such amount) and the reason for non-transmittal such as in the case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement or insufficient earnings.

The Union's International Secretary-Treasurer shall notify the Employer in writing of any employee who is in violation of this provision.

Initiation fees for Union membership shall be \$100 made in four (4) payments through payroll deduction after probationary period.

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, and liabilities that shall arise out of or by reason of any action taken by the Employer under the term of this Article.

ARTICLE 5

SANCTITY OF AGREEMENT

Except as otherwise provided in this agreement, should any dispute or difference arise between the Employer and the Union during the period of this Agreement, there shall not be any suspension of work on account of such dispute, but an earnest effort shall be made to adjust each dispute immediately through just consideration and by the herein grievance procedure.

ARTICLE 6

WORKMEN'S COMMITTEE

Section 1. The employees covered by this Agreement shall select a Workmen's Committee of up to three (3) employees.

Section 2. It is agreed that all members of the Workmen's Committee shall receive compensation at their regular rates of pay for all times spent during regular working hours in conference with the Employer under the terms of this Agreement including due consideration of Article 1 Section 1 of this Agreement in the scheduling of any such activities.

Section 3. It is agreed that each member of the Workmen's Committee shall be free to discharge his Union duties without fear that his individual relationship with the

Employer will be affected in the least degree by any action taken by him in good faith, provided that such action does not conflict with proper departmental discipline.

ARTICLE 7

GRIEVANCE AND ARBITRATION

Except as otherwise provided in this Agreement, any difference or dispute between an employee and the Employer, or between the Union and the Employer with respect to interpretation or application of any term or condition of employment set forth in this agreement or of any established practice, shall be processed in the following manner:

STEP 1: The employee shall first attempt to resolve the grievance with his immediate Supervisor within five (5) working days of the occurrence, incident or event which gave rise to the grievance.

STEP 2 If the matter is not resolved in STEP 1, the employee and/or the Shop Steward may, within five (5) working days after receiving the answer of the immediate Supervisor, reduce the grievance to writing and submit the grievance to the Plant Manager. The Plant Manager will meet with the employee and/or Shop Steward and render a decision in writing to the employee and the Shop Steward within ten (10) working days following receipt of the grievance.

STEP 3: If the matter is not resolved in STEP 2, the employee and/or the Shop Steward may, within five (5) working days after the answer is given by the Plant Manager, submit the grievance to the President of the Company or his designee. The President of the Company or his designee will conduct such meetings regarding

the subject matter of the grievance as he and the Union may agree. Any such meetings will include the employee, Shop Steward and Outside Union Representative. The meeting for any discipline regarding less than a 3 day (Three day) suspension will take place during non-working hours. The President of the Company or his designee will render a decision in writing within ten (10) working days.

STEP 4: In the event the employee and the Union are dissatisfied with the Company's decision, the Union may submit the grievance to non-binding mediation with the State Board of Mediation. If mediation does not result in the employee and the Union choosing to accept the Company's decision, the Union may submit the grievance to binding Arbitration in accordance with the arbitration rules of the New Jersey State Board of Mediation within thirty (30) days from the date of the Company's STEP 3 decision. Each party shall pay one-half the total cost of the impartial Arbitrator. Each party shall be responsible for the expense of its own witnesses or others selected or called by a party to appear before the Arbitrator. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. Arbitration settlements involving retroactivity shall in no case be made effective earlier than the date upon which the grievance was first presented. Arbitrations shall be limited to a single grievance unless the Company and the Union mutually agree to the contrary. The decision of the Arbitrator will be final and

binding. In an effort to expedite the Grievance procedure, the following steps have been agreed upon:

1. The Union will request that the NJ Board of Mediation supply both parties with a list of 3 arbitrators.
2. Each party will strike 1 Arbitrator and return it to the NJ Board of Mediation
3. The Arbitrator must agree to hear the case within 30 calendar days of appointment
4. There will be no brief or filing written positions. Oral summations will be given at the close of the hearing.
5. The Arbitrator will issue a bench decision at the close of the hearing followed by a written decision within 30 days of the close.
6. The decision of the Arbitrator shall be finding upon the parties and there shall be no appeals of their decision.

ARTICLE 8

PLANT SENIORITY

Section 1. It is agreed that plant seniority within the unit covered by this Agreement shall determine all disputes with respect to layoffs and recall from layoffs, provided that such employees shall be duly qualified, such qualifications to be determined by management, subject to the grievance procedure if the Union feels that the determination by management is arbitrary.

It is agreed that classification seniority within the several classifications covered by this Agreement shall govern promotions, demotions and transfers provided, however, that such employees be duly qualified, such qualifications to be determined by management, subject to the grievance procedure if the Union feels that the determination by management is arbitrary.

Laborers will have plant seniority only.

Section 2. On a cutback or layoff from a classification the last man who enters the classification will be the first man bumped.

Any man bumped from a classification shall have the right to use his plant seniority to bump anyone with less plant seniority than he, provided further that the man doing the bump has the ability to perform the job after proper training, except in a situation where a Government agency license is required and no other senior employee has such license.

In all cases the least senior man, in plant seniority, will be the person laid off except in a situation where a Government agency license is required and no other senior employee has such license.

Employees with three (3) or more years of seniority will receive at least one (1) week's notice in the event the employee is laid off.

Any man bumped from a classification, through lay-off or cutback, shall have the option of returning to his former classification, without bid, provided an opening in his former classification occurs within 18 months from the date he was bumped.

ARTICLE 9

JOB POSTING

Section 1. Whenever a permanent vacancy occurs in any classification covered by this Agreement, except the maintenance classification where promotions come from maintenance helper classification, and those other classifications where a natural progression without posting and bidding is an established practice, such vacancy shall be posted on a bulletin board and shall be filled in conformity with seniority provisions of the Agreement. The posted notice will remain on the bulletin board for three (3) working days and employees bidding for the vacancy must sign the notice within the period. The decision to fill the vacancy will be based on the seniority and qualifications of the bidders.

Section 2. Any temporary vacancy which management determines to fill shall be filled with management giving due regard to qualifications and seniority. If such temporary vacancy will become a permanent vacancy, it shall be posted and filled in accordance with Section 1 above. A temporary vacancy shall normally not extend beyond ten (10) working days unless such extension is required to fill in for an employee who is on temporary disability, or long term illness, leave of absence, or as otherwise mutually agreed upon by the parties. When the Company determines that it no longer requires the employee in the temporary job assignment, it shall return that employee to his regular job assignment.

Section 3. When an employee has filled a permanent vacancy in accordance with Section 1 above, he will be allowed a reasonable time, under proper supervision, to learn and properly fulfill his new duties. In the event a posted job is not satisfactorily filled after

trying the successful applicant for a reasonable length of time, not to exceed thirty (30) work days, the job shall be filled by the next qualified employee bidding on the first posting.

All bidders will be given the same trial period.

Any employee incapable of performing his new duties will have the right to return to his previous classification.

Section 4. Should a job posting be made while an employee is absent on vacation or any other excused absence he will be given an opportunity to bid for such job within three (3) working days following the day of his return provided he is eligible by seniority and qualification to fill the job. Upon the return of the employee from his absence it will be his responsibility to make inquiry to the plant manager concerning jobs that had been posted during his absence for which he may have been qualified.

Section 5. It is further agreed that an employee failing to bid for a job, posted as available, shall not use his seniority for the job posted until a further vacancy is available or unless or until he is affected by a plant layoff. In the selection of jobs or in the event of layoff affecting two or more men hired on the same day, then in such an event the selection will be made by lot assuming that both men are qualified; otherwise, the qualified man shall receive the job.

Section 6. If an employee successfully bids on a posted job, he will not be permitted to bid again within six months from the date of permanent assignment to the posted job.

ARTICLE 10

SENIORITY DEFINITION

It is agreed that the Employer will not break the continuity of service of any employee who has been laid off due to reasons beyond the employee's control. When the employee is rehired following eight (8) calendar months of his layoff, such an employee shall only be credited with the service prior to such layoff. If an employee has been laid off for a continuous period of eighteen (18) months he will have forfeited his right to recall and will be considered permanently and finally separated from the Company. If any employee shall fail to return when notified to report for work within seventy-two (72) hours after receipt of such notice sent by registered mail, return receipt requested, such an employee in the absence of proper cause of such failure will automatically break his continuity of service and all prior periods of service shall be discounted. It will be the duty of the employee to keep the Employer advised of any change of address. An employee's seniority shall include the following periods:

- (a) Seniority begins when the employee is paid directly by the employer
- (b) Layoff not in excess of eight (8) calendar months.
- (c) Periods prior to layoff in the event of recall following eight (8) calendar months.
- (d) Periods of personal illness or injury.

- (e) Approved leaves of absence.

All employees' seniority shall not include the following periods:

- (a) Periods prior to voluntary resignation.
- (b) Periods prior to discharge for cause, unless reinstated through herein grievance or arbitration procedure.

ARTICLE 11

PROBATIONARY PERIOD

Section 1. The first 45 working days of continuous service shall be considered a probationary period for new employees during which time an employee shall have no seniority standing and will be subject to discipline or discharge without regard to membership or non-membership in the Union at the sole discretion of the Employer without resort to the grievance and arbitration procedure provided for herein. The probationary period may be extended upon written agreement of the Employer and the Union. The benefits provided for herein shall not be afforded until satisfactory completion of the probationary period, and, in the case of insurance and retirement benefits, such benefits shall not be provided until the beginning of the month following the successful completion of probation.

Section 2. Upon successful completion of probation, the new employee will be placed on the seniority list and his seniority will date back to the beginning of his employment.

ARTICLE 12

WORK WEEK AND WORK DAY

Section 1. The normal work week will consist of forty (40) hours of work starting at 12:01 a.m. Monday and ending at 12:00 Midnight the following Sunday. For night shift workers whose normal work week begins on Sunday evening, the normal work week shall be from the start of their Sunday shift until the normal starting time of their shift on the following Sunday.

If the Sunday night shift worker is called in for three (3) hours or less prior to his regular shift, he shall be paid at the rate of time and one half for the overtime hours, but if such worker is called in for more than three (3) hours prior to his regular shift, he shall be paid double time for all overtime hours worked.

ARTICLE 13

ASSIGNMENT OF OVERTIME

At the Company's discretion, overtime opportunity will be distributed equally in each department by classification to insure that each man will receive the same overtime opportunity throughout the period of a year. This will be accomplished by seniority, the senior man being asked first, and so on down the line, with the least senior man being required to work the overtime if the more senior workers refuse. If a worker is asked to work overtime and refuses, whatever time is worked by others to complete the job, will also be charged against the employee who refuses for purposes of equal distribution, and he will not be asked again until all workers in his department within his classification have had the opportunity to work overtime. On a monthly basis, the Company shall record and

post in the locker room a listing of the overtime offered to the employees and the overtime worked and/or refused by the employees. When the Company requires employees to work overtime, an employee shall not be assigned to work by himself. Either another bargaining unit employee will be assigned to work or a supervisor will be present at all times the employee is assigned to work.

EXAMPLE:

Senior man is asked to work, he refuses, next man in department is asked and accepts; he works four (4) hours overtime. Senior man will be charged four (4) hours overtime as if he had worked. Senior man who worked will not be asked to work overtime again until other men in the same job classification in the department have had the same overtime opportunity.

EXCEPTIONS:

1. When special skill or qualification is required a senior man may be passed.
2. When one or more employees are working on a job and it continues into overtime, they will have the first opportunity to work, subject at all times to the right of the Company to determine the classifications and the number of men required for the overtime assignment. This will not be used to avoid the Company obligation to equalize overtime opportunity.
3. When qualified employee is bypassed or overlooked he will be given first opportunity to work next scheduled overtime.
4. All overtime will be charged, whether worked or refused, for purposes of equal distribution of overtime.

ARTICLE 14

OVERTIME PAY

Overtime hours shall not be pyramided for the same particular hours worked. Only the greater premium shall be paid in any instance wherein more than one premium could apply.

Overtime premium - Time and one-half will be paid after forty (40) hours worked or been paid in a given work week, unless those hours include unscheduled vacation time. Unscheduled vacation time will not count towards overtime hours. Unscheduled vacation time will be defined as vacation time requested after the fact or no prior notice given. Prior notice being one day or more prior to the time being taken. Sick/Personal does not count towards the forty (40) regardless. At no time shall any employee be sent home early from a normally scheduled shift in order for the Employer to avoid the payment of overtime.

Overtime on sixth and seventh day -

Sixth day - time and one-half shall be paid for first eight (8) hours worked on sixth day, provided the employee has worked or been paid for forty (40) hours in the work week. After working eight (8) hours at time and one-half, double time will be paid for hours worked over eight.

Seventh day - double time shall be paid for first eight (8) hours worked on seventh day, providing the employee has worked or been paid for forty (40) hours in the work week. After working eight (8) hours at double time, triple time will be paid for hours worked over eight.

It is agreed that time and one-half will be paid to employees when working for the convenience of the Company on their first scheduled day off, and double time will be paid

to employees when working for the convenience of the Company on their second scheduled day off, provided that such employees have worked or been paid for forty (40) hours in the work week. This provision does not apply when employees have changed their days off for their own convenience.

Any employee requested to change from his previously scheduled shift for the convenience of the Company shall receive time and one-half for the first shift worked. This premium does not apply when employees' shifts are changed for the following reasons:

- (a) An employee returned to his previously scheduled shift.
- (b) Employees changing shifts with permission of the Company for personal reasons.
- (c) Changing shifts necessary due to vacation or holiday allotments.
- (d) Changing shifts at the request or suggestion of the employee.

ARTICLE 15

PAID WASH UP AND PAID RECESS

Section 1. A ten minute wash period will be allowed at the end of each regular working day. A whistle will blow signaling the start of the wash-up period and no employee will leave his job area before the whistle signal unless authorized by a supervisor. Punch out time will be at the end of the regular shift unless the employee is working overtime, in which event the wash-up and punch out time will occur at the end of the overtime period.

Section 2. Fifteen (15) minutes during the forenoon shall be allowed as a recess period.

ARTICLE 16

PHYSICAL FITNESS

Section 1. Employees absent from work through sickness or accident shall be readmitted to work upon submission to the Company of a certificate of physical fitness signed by a physician which shall also include a diagnosis and a prognosis.

Section 2. Employees incapable of performing their regular duties through sickness, accident or similar causes but considered by a doctor as fit for other work will be provided with other work, provided that proper work is available and subject to the other terms of this Agreement. In such cases, the doctor shall furnish the Company with a written report which shall include a diagnosis and prognosis.

Section 3. The Company will provide for such physical reviews or examinations as required by law.

ARTICLE 17

NOTIFICATION OF ABSENCE

Employees must notify the company as soon as possible, normally one-half hour before the start of their shift but not later than 15 minutes after the start of their shift, if they will be absent from work. Except in the case of emergency, the company must be notified of all other absences a minimum of one day prior to the absence. This notification requirement is applicable to any day for which an employee will be absent, even if the

absence occurs on consecutive days, unless the Company agrees that the reason for and term of an extended absence is known and daily calls are not required. When such circumstances of an extended absence exist, the employee will comply with the notification requirements established by the Company. An employee who is absent for three consecutive days without notice to the Company will be subject to discharge.

ARTICLE 18

ASSIGNMENT CHANGES

Any employee temporarily assigned to a job carrying a different rate than his regular rate shall receive either his regular rate, or that of a job to which he is assigned, whichever is higher, and for a period of not less than four (4) hours.

ARTICLE 19

PAY FOR ABSENCE DUE TO SICKNESS OR INJURY

Sickness as used in this section shall also include accidental injury not arising from employment with Solar Compounds, and which entitles the employee to receive New Jersey Temporary Disability benefits.

Employees shall be entitled to sick/personal leave as follows:

- | | | |
|--------------------|---|---|
| Up to 1 year | - | up to 5 days (forty hours) as provided by law |
| 1 year to 2 years | - | 5 days (forty hours) |
| 2 years to 5 years | - | 7 days (fifty six hours) |

5 years or more - 8 days (sixty four hours)

Sick/personal days as set forth herein shall be on a calendar year basis and shall be pro-rated on January 1 of each contract year for any employee with less than 2 years of service.

Payment of any part of a day's wages shall count as payment of one day under the benefit schedule above set forth.

An employee who leaves work early due to illness shall not receive payment for the time not worked, and there shall be no charge made to the employee's sick leave entitlement hereunder for such partial absence. An employee who requires time off for medical attention for a work related injury shall be paid for such time off up to one (1) day's regular straight time pay on the day of the injury and such time shall not be charged to the employee's sick leave entitlement provided for in this section.

When an employee reports sickness or injury, the Company is justified in requesting a written doctor's report. The doctor's examination will be at the employee's expense unless the Company requires the employee to be examined by its doctor, in which event the Company will pay for the examination.

In the event the doctor's report states that the employee is not sick or disabled enough to be absent from work, no such benefits as herein provided shall be paid for the days the doctor states the employee is fit for work.

As of January 1, 2010, sick/personal days cannot be accumulated from one calendar year to the next calendar year and will be lost if not used when terminated for cause.

As of August 1, 2019 – once all vacation and personal time has been exhausted, 2 call outs without pay will be tolerated. After the 1st no pay call out, the employee will be warned. After the 2nd no pay call out, the employee will be disciplined. Habitual absenteeism will not be tolerated.

ARTICLE 20

HOLIDAYS AND PREMIUM

It is agreed that the following days will be observed as holidays, and all employees shall be entitled to receive their regular wages for an eight (8) hour day for each of these holidays:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 24th
- Christmas Day
- Floating Holiday - to be scheduled by the Company

To be eligible for holiday pay an employee must work the scheduled day before and day after the holiday except in the case of absence for good cause.

Any employee working on the above-mentioned holidays shall receive the eight (8) hours pay for the holiday plus one and one-half times their hourly rate for the hours worked

up to eight (8) hours plus double time for all hours worked over eight (8) hours. Weekly overtime involving any of these holidays shall commence after the 32nd hour worked.

Any employee on vacation involving the above-specified holidays shall, at the discretion of the Company, have one day's pay added to his vacation pay or an additional day off with pay.

The time the additional day off is to be taken will be at the discretion of the Company, but due consideration will be given to the employee's request when he would like to have it off.

ARTICLE 21

PAID VACATION

Section 1: It is agreed that all employees on completion of each full year of continuous service shall be entitled to two week's vacation with pay.

All employees on completion of eight (8) years of continuous service shall be entitled to three (3) week's vacation with pay.

All employees on completion of fifteen (15) years of continuous service shall be entitled to four (4) week's vacation with pay each year.

Section 2: Employees who were hired prior to July 31, 2006 and who have seven (7) years continuous service but less than fifteen (15) years will receive pay for an additional six (6) hours per week of vacation at their regular rate.

Employees who were hired prior to July 31, 2006 and who have fifteen (15) years continuous service but less than twenty-five (25) years will receive pay for an additional ten (10) hours per week of vacation at their regular rate.

Employees who were hired prior to July 31, 2006 and who have twenty-five (25) years or more of continuous service will receive pay for an additional twenty (20) hours per week of vacation at their regular rate.

Employees who were hired subsequent to July 31, 2006 shall not be entitled to additional pay under this section of Article 21.

Section 3: Employees separated from the service of the Company after the first full year of service will be compensated for any vacation accrued but not taken at the rate of one-sixth (1/6) of a week's pay with service of less than ten (10) years for each full month worked during the vacation year, and at the rate of one-fourth (1/4) of a week's pay with service of more than ten (10) years but less than twenty (20) years for each full month worked during the vacation year, and at the rate of one-third (1/3) of a week's pay with service of twenty (20) or more years for each full month worked during the vacation year.

Section 4: After the first year of continuous service, vacations will be given based on a vacation year starting July 1st. All vacation time will be completed by June 30.

For example, an employee starting February 1st in one year will receive two weeks' vacation on February 1st in the subsequent year and will accrue vacation right to the subsequent July 1st amounting to a pro rata part of two (2) weeks' pay.

Similarly, an employee whose eighth (8th) or twentieth (20th) year of service ends on February 1st will receive one (1) week's additional vacation and will accrue vacation rights to the subsequent July 1st amounting to a pro rata part of the additional one (1) week's pay.

Section 5: Except as otherwise provided, no employee shall be entitled to accrue vacation from year-to-year. All vacation must be used in the current contract year in which it is accrued, or it will be lost. Any employee who has been unable to use all earned vacation because of personal illness, or personal injury or because of requests made by the Company to the employee to voluntarily give-up and forego vacation shall be paid by the Company for all earned and unused vacation at the employee's regular wage rate. Payment for any or all of such accrued but unused vacation shall be made on or before January 31 of the following year.

ARTICLE 22

SCHEDULED VACATION CLOSING

The Employer reserves the right to close the entire plant or any part thereof for a two (2) week period, during which vacations will be taken. It is further agreed that the Company will give employees a sixty (60) days' notice of intent to close the plant for the vacation period. If during a vacation shutdown, the Company decides to perform any bargaining unit work, the Company shall offer the work to the most senior qualified

employee subject at all times to the right of the Company to determine the classifications and the number of men required for the work.

Employees with vacation time in excess of an annual plant shut-down period will be given this vacation time at the discretion of the Company with the provision that seniority will control the choice of allotted vacation periods.

ARTICLE 23

JURY DUTY

Any employee called for jury duty shall receive pay for eight (8) hours for each day lost from work. If, after appearing for jury duty, the employee is excused from serving, he will also be excused from work for the balance of that day. If the employee is excused from appearing for jury duty he shall report to work on such days. The Company will pay, per employee, a maximum of fifteen (15) days per year for jury duty.

ARTICLE 24

FUNERAL LEAVE

All employees shall be entitled to take up to four (4) days off with pay in case of death in the immediate family. The four days will consist of the two days directly preceding the day of the funeral, the day of the funeral, and the day following the day of the funeral. Pay will only be made for scheduled work days falling within the designated four days. The immediate family shall consist of spouse, parents, children, brother, sister, father-in-law and mother-in-law.

Upon the death of grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law or daughter-in-law, allowable time off with pay will be in accordance with the following provisions:

When the day of the funeral is on a scheduled work day which follows a scheduled work day, both days will be allowed off. When the day of the funeral is on a non-scheduled work day which directly follows a scheduled work day, that scheduled work day will be allowed off. When the day of the funeral is on a scheduled work day which follows a non-scheduled work day, the day of the funeral will be allowed off. To be eligible for funeral leave employees must attend the funeral.

Payment for time off after the day of the funeral will only be granted when it is requested by an employee and the employee presents evidence showing the funeral is at a location involving extensive travel time which makes it impossible for the employee to attend the funeral and report back to work on the first scheduled work day following the day of the funeral.

In cases when it is impossible for an employee to attend the funeral, time off will be limited to one (1) day unless the employee can show why additional time off is needed.

ARTICLE 25

MILITARY SERVICE INDUCTION PAY

It is agreed that any employee reporting for examination for induction into the Military Services shall be entitled to a day's pay.

ARTICLE 26

MEAL MONEY

Any employee required by the Company to work two (2) or more hours in addition to his regular shift, which shall consist of eight (8) hours, shall be entitled to four dollars and twenty-five cents (\$4.25) for meals, including sixth and seventh day.

ARTICLE 27

SHOES, GLASSES, AND UNIFORMS

Section 1. It is agreed that the Company will pay seventy five (\$75.00) dollars towards the cost of one pair of safety shoes for each employee for each year of this contract. Shoes to be bought at any store and under such reasonable conditions as the Company may require.

Section 2. It is agreed that the Company will pay per year up to thirty-five (\$35.00) dollars toward standard safety glasses and forty-five (\$45.00) dollars toward bifocal safety glasses. Glasses to be bought at any store and under such reasonable conditions as the Company may require. O.S.H.A. specifications are to be followed.

Section 3. The Company will supply and clean uniforms. Where legally required, the Company will provide cotton uniforms. Each employee will receive five (5) clean uniforms each work week.

Section 4. The Company will pay once each year for each employee one-half of the cost of a warm jacket. The jackets will be offered by the Company's supplier in two styles.

Section 5. The Company will replace work jackets or work shoes which are damaged to such an extent that they become unusable as a result of a work related accident or circumstance upon presentation of the damaged article.

ARTICLE 28

MEDICAL, DENTAL AND LIFE INSURANCE

The Company shall arrange for a health insurance plan, dental insurance plan and life insurance for the benefit of all full time employees which coverage will be effective on the first of the month next following the completion of the employee's first forty five (45) working days of employment. The Company shall pay for sixty percent (60%) of the prevailing cost of health insurance coverage, and the full time employee who has enrolled in the health insurance plan shall pay through a payroll deduction an amount which will be equal to forty percent (40%) of the prevailing cost of coverage for the employee only.

All employees shall be eligible for dependent health insurance coverage, but shall be solely responsible for one hundred percent (100%) of the cost of the dependent coverage.

Any employee who is willing to sign a waiver and to demonstrate that they have separately provided for health insurance coverage for themselves will be paid one-half the value of the Company's contribution to individual health insurance coverage as additional compensation on a weekly basis.

For the period of time from September 1, 2019 through July 31, 2021, the Company shall pay for sixty percent (60%) of the prevailing cost of dental insurance coverage and the full time employee(s) who have enrolled in the dental plan shall pay through a payroll deduction an amount

which will be equal to forty percent (40%) of the prevailing cost of coverage. All employees shall be eligible for dependent dental insurance coverage, but shall be solely responsible for one hundred percent (100%) of the cost of the dependent coverage.

For the period of time from August 1, 2019 through July 31, 2021, the Company shall arrange for and pay the entire prevailing premium for term life insurance for the employee which coverage will be effective on the first of the month next following the completion of the employee's first forty five (45) working days of employment. The amount of coverage on each employee will be not less than 1.0 times the employee's annual wage.

ARTICLE 29

RETIREMENT BENEFITS

The Solar Compounds Corporation Pension Plan (as amended 1977) was frozen in 2006, fifteen days following the distribution of the ERISA Section 204(h) notice. Employees no longer accrue benefits under that Plan. All benefits payable pursuant to that Plan will remain as per the Plan provisions as of the time the Plan was frozen for those eligible participants.

Effective August 1, 2006, the Company will provide a 401K retirement saving plan for the employees. The Company will have the discretion in any period to provide up to a three percent (3%) Company match on contributions made by the employees in accordance with the terms and conditions of that Plan.

ARTICLE 30

NO STRIKE-NO LOCKOUT

Section 1. Except as otherwise provided in this Agreement, there shall be no strikes, walkouts, sympathy strikes, refusal to cross picket lines at the Employer's place of business, slowdowns, picketing or other interruptions of work, for any reason whatsoever during the term of this Agreement.

Section 2. Upon written notice of a violation that is delivered to and acknowledged by the offices of the Local Union, the Local Union and its officers and representatives, including employee representatives such as shop stewards, shall immediately take positive and evident steps to prevent or stop those involved in any activity or conduct described in Section 1 above, or any similar activity from starting or continuing such activity or conduct.

Nothing contained in this Agreement shall be construed to limit or restrict the rights of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article, including the right to institute civil action for damages and injunctive relief.

Section 3. In consideration of the foregoing and except as otherwise provided in Article 28, the Employer agrees not to lock-out or cause to be locked out any employee covered under the provisions of this Agreement.

ARTICLE 31

MANAGEMENT RIGHTS

Section 1. The management of the Employer's operations and the direction of the working forces are vested exclusively in the Employer. Except as expressly limited by this Agreement, the Employer retains the sole right to determine all matters pertaining to the

work force, including but not limited to the right to hire, train, discipline, demote, suspend, discharge, lay off and promote; to promulgate reasonable rules and regulations; to subcontract work; to assign duties to the work force; and to carry out the ordinary and customary functions of management whether or not exercised by the Employer prior to the execution of this Agreement. This includes the right to contract with an outside service for janitorial service for the offices of the Company.

Section 2. The Company possesses the right to sell all or any part of its business. In the event the Company enters into a contract for the sale of all or any part of its business, the Company shall notify the purchaser of the Company's obligations to the Union under this collective bargaining agreement. The Company shall also notify the Union of the existence of such contract of sale within fifteen (15) days from the date any such contract of sale is executed.

ARTICLE 32

SUBCONTRACT

The Employer continues to reserve its right to subcontract work as it deems necessary. It is understood and agreed, however, that when an outside contractor is performing work in the plant, an appropriate bargaining unit employee will be designated to be available on the premises.

ARTICLE 33

PERSONAL FILE

Disciplinary records kept by the Company on any employee will be valid for a period of two (2) years.

ARTICLE 34

LEAVE OF ABSENCE

Section 1. An employee who is unable to work because of proven illness or injury that is not work related may, upon written request, be granted a leave of absence without pay at the discretion of the Company for a period of up to thirty (30) days. Such leave of absence may be extended at the discretion of the Company upon good cause shown provided that the total period of such leave of absence shall not exceed six (6) months. The Company may extend the leave of absence on a month to month basis beyond six (6) months to a maximum of one (1) year. Such extension is at the sole discretion of the Company, and the decision of the Company is not subject to arbitration. The employee must pay for medical and life insurance benefits for any leave period beyond six (6) months.

Section 2. An employee who is unable to work because of proven illness or injury that is work related may, upon written request, be granted a leave of absence without pay at the discretion of the Company for a period of up to thirty (30) days. Such leave of absence may be extended at the discretion of the Company upon good cause shown provided that the total period of such leave of absence shall not exceed one (1) year.

Section 3. No employee shall engage in gainful employment while on authorized leave of absence, and any employee who does undertake gainful employment while on

leave of absence shall be subject to termination of employment at the discretion of the Company.

Section 4. The Company may, at its discretion, require an employee to be examined by a physician designated by the Company at any time prior to or during a leave of absence for personal illness or injury. Such examination may also be required upon the termination of leave for personal illness or injury as a precondition of the return to work by the employee. The Company may, in the alternative, require that a statement of fitness to resume work be furnished by the physician treating the employee prior to resumption of employment.

An employee on leave of absence for personal illness or injury who fails to submit to a required examination or who fails to furnish the Employer with the required statement from the physician shall be conclusively presumed to have waived his or her right to reemployment and to have voluntarily quit his or her job, by reason of which his or her employment status shall be terminated.

Section 5. During the period of authorized leave of absence the Company shall continue to offer and pay for medical and life insurance coverage as provided in Article 28 for a period of only six months for non-work related illnesses.

Section 6. Any employee who is not able to return to work or who does not report for work on the next regularly scheduled work day after the leave of absence has ended, shall be subject to termination of employment at the discretion of the Company.

ARTICLE 35

CLASSIFICATIONS AND SCALE OF WAGES

(Employees hired before August 1, 2003)

The following scale of wages constitutes the standard rate of pay for the job classifications as specified for employees employed prior to August 1, 2012 and covered under this contract until July 31, 2021. Article 35 shall have no application to any employee hired after August 1, 2003.

	<u>8/1/19</u>	<u>8/1/20</u>
KETTLEMEN	\$30.21	\$30.66
WAREHOUSE OPERATOR	\$27.25	\$27.66

If the Company employs a Boiler Operator or a Truck Driver during the term of this Agreement, the Company and the Union agree to negotiate the scale of wages for those job classifications.

- 1 Employees newly promoted to Maintenance shall start at \$.75 per hour below the rate for Maintenance classification until such time as probationary or training period has been satisfactorily completed.
- 2 Employees seeking a Maintenance position shall be required to attend and successfully complete training schools as approved by the Company. There shall be

a wage progression for maintenance trainees in the total amount of \$1.59 payable in three installments of fifty-three (\$.53) cents each upon satisfactory completion of each of three approved schools. Upon satisfactory completion of an approved school, the Company will also reimburse the employee for one-third the cost of the school, and shall reimburse an additional one-third the cost of the school after 6 months and the final one-third the cost of the school after one year provided the employee is still employed by Solar Compounds at those times. Employees seeking a Maintenance position will be given the opportunity to fill a maintenance opening provided the employee has completed Maintenance training school and is otherwise qualified.

The Company may give a basic qualifications test to an applicant for the Maintenance position.

- 3 Employees newly promoted to Warehouse Operator shall start at \$.10 per hour below the rate for Warehouse Operator classification until such time as probationary or training period has been satisfactorily completed.
- 4 Employees newly promoted to Fork Lift/Truck Driver shall start at \$.15 per hour below the rate for that classification until such time as probationary or training period has been satisfactorily completed.

ARTICLE 36

CLASSIFICATIONS AND SCALE OF WAGES

(Employees hired after August 1, 2003)

The following scale of wages constitutes the minimum hourly wage of pay for the job classifications as specified for employees employed after August 1, 2003 and covered under this contract effective August 1, 2019 through July 31, 2021. Article 36 shall have no application to any employee hired before August 1, 2003.

	<u>8/1/19</u>	<u>8/1/21</u>
PUMPMAN	\$18.99	19.27
BATCHMAKER A	\$18.82	19.10
BATCHMAKER B	\$17.32	17.75
BATCHMAKER C	\$15.44	15.67
TOWMOTOR OPERATOR	\$15.44	15.67

If the Company employs a Boiler Operator or a Truck Driver during the term of this Agreement, the Company and the Union agree to negotiate the scale of wages for those job classifications.

ARTICLE 37

EDUCATIONAL REIMBURSEMENT

Any employee who wants to enroll in an educational course(s) which, in the opinion of the Company, is directly related to the occupational area of competence of the employee with regard to the employee's employment, may obtain approval for such course from the Company. When the Company has approved the course, the Company will reimburse the

employee the cost of tuition and related charges for enrollment in the course(s) only up to a maximum cost of \$1,000 per year, provided the employee submits proof of payment and a certificate that the employee has successfully completed the course and/or has obtained a grade of at least a “C” in the course(s).

ARTICLE 38

OUTSIDE LABOR

Section 1. Except as otherwise provided in Article 3, outside labor will not be brought into the plant to do labor normally performed by Solar’s labor, unless there is one (1) or more production bargaining unit employees absent from work.

Section 2. Except as otherwise provided in Article 3, it is agreed between the Company and the Union that prior to calling in any outside manpower to perform work normally done by bargaining unit employees, the Company will first offer those work assignments to any laid off bargaining unit employee.

The Union agrees that said employee, by his acceptance or refusal of a daily work assignment, will have no impact on any other article or provision of this Agreement.

It is further agreed that the employee will be entitled to pay for all hours worked at the rate of pay for the classification in which he worked, and nothing further.

ARTICLE 39

SHIFT DIFFERENTIAL

An additional forty-five cents (\$.45) will be added to the standard rates of workers on the afternoon shift and seventy-five cents (\$.75) per hour on the night shift.

ARTICLE 40

SERVICE PAY

This provision of the agreement shall be eliminated. The Company shall no longer pay a higher wage rate based simply on service. Notwithstanding the fact that service pay shall be eliminated as a future benefit, existing employees who have received service pay for years of service shall continue to receive the service pay previously earned, but shall no longer accrue any additional service pay.

ARTICLE 41

CALL-IN TIME

Any employee recalled to work after a full day's work or called into work on his scheduled day off shall receive a minimum of four (4) hours straight time pay.

ARTICLE 42

Drug and Alcohol Policy

Purpose: The Company and the Union are committed to maintaining a safe work place at Solar Compounds Corporation. To this end, the company and the Union recognize that alcohol and drug abuse can adversely influence the ability of an individual to safely perform the activities associated with his/her work. Consequently, being under the influence of or using, possessing, distributing, or selling alcohol, illicit or unprescribed controlled substances or paraphernalia, or misusing legitimate drugs on company owned/operated property is strictly prohibited.

It is further agreed between the parties that alcohol and drug abuse are health problems which are treatable illnesses. Employees suffering from alcohol and or drug abuse problems will be given the same consideration and assistance as are presently extended to employees with other illnesses. No employee who comes forward and requests rehabilitation will have their job security jeopardized. Further, all expenses for such rehabilitation shall be covered by the employee Health Plan.

For Cause Testing:

No employee shall be subjected to a random drug or alcohol test. The company must have reasonable cause before requesting any employee to submit to a drug or alcohol test. Reasonable cause will be defined as the following:

1. It is apparent that the employee is intoxicated.
2. The employee appears confused or uncoordinated
3. The employee exhibits marked personality changes
4. The employee shows obvious irrational behavior
5. Post rehab or Return to work procedures
6. Immediately following a work related accident, where a doctor's treatment is required
7. Immediately following an industrial mishap (spills, releases, etc. in which the company sustains substantial loss of product or when such mishap creates an environmental incident for the company

During the course of the company determining reasonable cause, a union representative or shop steward will be present, if available, to witness the behavior of the employee.

Alcohol and Drug Testing:

If reasonable cause has been established, the company may then request an employee submit to a drug and alcohol test:

1. The company will send the employee by other driver to a certified and licensed facility. The union representative shall have the right to escort

the employee at company expense to the medical facility. Upon returning to the plant, the employee will immediately be sent home by other driver to await the outcome of the testing. If the test results are negative, the employee will be made whole for all hours lost from work due to the testing and time awaiting the results.

2. The medical facility and laboratory used under this agreement shall be mutually agreed upon between the company and the union. All facilities must be certified by the National Institute of Drug Abuse (NIDA) and be licensed by the State of New Jersey to perform drug testing by the generally accepted standards and practices of the Department of Transportation.
3. Alcohol levels shall be consistent with New Jersey State Law.
4. In order to implement this policy, and when reasonable cause has been established the company reserves the right to search all personal effects of the employee upon entering or leaving company property. If the employee is assigned a locker or desk, the company retains the right to search any locker or desk assigned.

Employee Assistance Program: The Company shall, with input and agreement from the union, establish an employee assistance program (EAP) through an outside professional agency for those employees who may have problems with substance abuse.

Any employee who seeks help through the EAP will not have their employment threatened or terminated. The EAP will keep all contacts with and treatments of employees strictly confidential. The EAP shall not release any information about the employee or the treatment of the employee to either the Company or the Union. The exception to the above shall be, if the employee is fit to work or not, and if not, how long the employee will be out of work. In addition, the EAP may keep the company and Union informed as to the progress the employee is making and if the employee is following the prescribed treatment.

Any employee who tests positive for drugs or alcohol under this policy and seeks help under the EAP, who subsequently undergoes and completes a

treatment program recommended by the EAP shall be allowed to return to work without loss of seniority or benefits, up to two (2) times. If the employee tests positive a third time, it becomes grounds for immediate termination.

Discipline: No employee shall be disciplined on the basis of a positive test except when disciplinary action would have been for just cause without such testing.

Any employee requested to take a drug or alcohol test will not be forced to submit to such test. If the employee refuses, however, that fact along with all other information surrounding the incident will be considered in determining if any discipline is appropriate up to and including termination.

Training: All managers, supervisors, foreman, union representatives and shop stewards shall attend a training session to teach them how to recognize the symptoms of drug and alcohol abuse. This training shall be done on company time and at company expense.

In addition to the above the company will provide for all employees an education session that will include how the employees can recognize the symptoms of substance abuse as well as the dangers of substance abuse.

ARTICLE 43

CLEANING KETTLES, TANKS OR OVENS

The performance of tank, kettle and oven cleaning is governed by OSHA rules and regulations; as such the provisions contained in this Article are no longer applicable and binding upon the parties.

ARTICLE 44

PORTER

Employees performing porter's duties in the plant locker room will be paid nine dollars (\$9.00) extra per day. A Laborer will be assigned to perform this duty for one (1) hour per day, five (5) days per week. In the event a Laborer is unavailable, the Company will assign an employee from another classification to perform this duty.

ARTICLE 45

PERIOD OF AGREEMENT

This Agreement shall be in effect from August 1, 2019 through July 31, 2021. It shall continue thereafter until one party gives sixty (60) days written notice to the other that it proposes certain changes therein or desires to terminate the Agreement.

ARTICLE 46

SEVERANCE PAY

Bargaining unit employees, who are laid off as a result of the Company entering into a contract to sell or close all or any part of its business will be paid severance as follows: (a) employees employed at least one (1) year but less than five (5) years will be paid two (2) week's severance pay; (b) employees employed at least five (5) years but less than ten (10) years will be paid three (3) week's severance pay, and; (c) employees employed at least ten (10) years will be paid four (4) week's severance pay. However, severance pay will not be paid to any employee who is offered employment by any purchaser to perform bargaining unit work within thirty (30) days of the employee's layoff. Any employee must

remain employed by Solar Compounds until the deal closes in order to receive a severance benefit.

ARTICLE 47

SAFETY/FIRST AID TRAINING

The Company shall pay up to four (4) hours of pay at the employee's standard rate for up to two employees per year to attend a Red Cross First Aid Training Course. It is the intention of the parties that attendance at the Red Cross First Aid Training Course shall occur during non-working hours and shall not interfere with the employee's regular work day. It is understood that attendance at a Red Cross First Aid Training Course is voluntary on the part of the employee and not a mandatory part of the employee's regular work day or job duties and responsibilities. As such, the employee shall not be entitled to receive overtime compensation for attending the Red Cross First Aid Training Course. The employee shall be paid for attending the Course upon the successful completion of same and presentation of a certificate of training to the Company.

The Company and the Union shall establish a method for selecting the employees who will attend the Red Cross Training Course in a side letter agreement to this Collective Bargaining Agreement.

It is the understanding of the parties that payment for employee attendance at the Red Cross First Aid Training Course is not intended to establish or create 'first responders' pursuant to the provisions of the Occupational Safety and Health Act, 29

U.S.C. § 651, et seq. The Company shall not accept responsibility for any injury caused by, or exacerbated by an employee who administers first aid to a co-employee at the Company facility irrespective of whether the employee administering the first aid has or has not completed Red Cross First Aid Training.

IN WITNESS WHEREOF, the parties hereto have agreed and affixed
duly authorized signatures.

**THE UNITED STEEL, PAPER AND
FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL
UNION, AFL-CIO, CLC**

**SOLAR COMPOUNDS
CORPORATION**

Thomas Conway,
International President
Date:

Harry N. Bockus, Jr., President
Date:

John Shinn
International Secretary/Treasurer
Date:

David McCall
Vice President, Administration
Date:

Fred Redmond
Vice President, Human Affairs
Date:

Del Vitale
Director, District #4
Date:

John Barcellona
International Representative
Date:

Dennis Cosgrove
President, Local 397
Date:

Oscar Candelo
COMMITTEEMAN
Date:

COMMITTEEMAN
Date: